AHAM Verification Program
Procedural Guide Part 2
Refrigerator, Refrigerator-Freezer and Freezer
Version 1.b
Sponsor:
Association of Home Appliance Manufacturers (AHAM)
1111 19th St. NW, Suite 402 Washington, DC 20036

Administrator:
CSA International
178 Rexdale Blvd.
Toronto, ON M9W 1R3
Canada
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**DOCUMENT REVISION HISTORY**

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<tr>
<th>Revision</th>
<th>Revision Description</th>
<th>Date (MM/DD/YYYY)</th>
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<tr>
<td>N/A</td>
<td>Initial Release</td>
<td>12/26/2016</td>
</tr>
<tr>
<td>1.a</td>
<td>Editorial Change</td>
<td>7/12/2017</td>
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<td>Editorial Change</td>
<td>9/11/2017</td>
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**Note:** The document revision history will only list the editorial revisions with the addition of alphanumeric letters next to the procedural guide version number and all the other substantial revisions will be indicated by a new version number.
FOREWORD

The Association of Home Appliance Manufacturers (AHAM) sponsors the Refrigerator, Refrigerator-Freezer and Freezer Verification Program (Program or Verification Program). This Procedural Guide outlines the specific policies and procedures which applies to Refrigerator, Refrigerator-Freezer and Freezer Verification Program operated by AHAM. This Procedural Guide Part 2 should be used in conjunction with the General Part 1 Procedural Guide.

In order for products to be sold into the market in the United States, they must be compliant with applicable energy efficiency standards. The U.S. Department of Energy (DOE) has specified the number of tests required to obtain a certified value that is representative of a model’s energy use. Specifically, the products Annual Energy Consumption in (kWh/yr) and Internal Volume (cubic feet) are requested at the time of certification. Product certification is the responsibility of the product Manufacturer. The AHAM Program is not a certification program – it does not test products prior to their entry into market and it does not submit certification compliance information to Government Stakeholders on behalf of the Manufacturers.

Other programs, such as the voluntary ENERGY STAR program, a joint program of DOE and the US Environmental Protection Agency (EPA), administered by EPA, may require that Manufacturers obtain third-party Qualification of their products prior to distributing them into the market place. The AHAM Program does not qualify products, in the same way that it does not certify products.

The ENERGY STAR program, as of January 1, 2011, requires that any Refrigerator, Refrigerator-Freezer and Freezer enrolled in the ENERGY STAR program be part of a third-party Verification Program. The selection process for AHAM is based on a sampling rate of 10% of each Participant’s Basic Models with targeted selection requests by Government Stakeholders and the remaining selected randomly. The AHAM Refrigerator, Refrigerator-Freezer and Freezer Verification Program has been recognized as a Verification Administrator for ENERGY STAR.

Verification of a product’s stated energy consumption is typically conducted through random selection and testing of products already on the market. The AHAM Program provides a uniform and commercially practical verification of refrigerator/freezer volume and energy consumption values. The intent of this industry Program is to verify the claims for all Refrigerator, Refrigerator-Freezer and Freezer models are consistent with the claims values certified to the ENERGY STAR by a Manufacturer or Private Brand Owner. The Program cannot and will not enforce a product’s compliance with energy efficiency standards or other voluntary program requirements.

Participation in the Program is voluntary. An independent EPA-recognized, ISO/IEC 17025 accredited third party test laboratory under contract to AHAM provides verification and challenge testing based on
the DOE Test Procedure (10 C.F.R. Part 430, Subpart B, Appendix A and Appendix B), with additional specificity provided by approved interpretations consistent with the DOE Test Procedure.

To participate in this Program, a Participant must list with AHAM all ENERGY STAR qualified models in production consistent with EPA ENERGY STAR Qualified Product List (QPL) and meet the requirements of 16 CFR 305.8(a)(1), unless the models are outside the scope of the Verification Program Test Procedure.

The AHAM License Agreement (Agreement) is a contract between the Participant and AHAM and is the governing document for participation in this Program. This Procedural Guide is an extension of, and is incorporated into, the Agreement and provides for the administration and uniform execution of the Program. General information and procedural details are included in this Procedural Guide. AHAM’s Major Appliance Verification Steering Committee (MAVSC), with oversight from the AHAM Legal Operations Advisory Council (LOAC) as needed, and at their sole discretion, may revise the Procedural Guide if such revision is deemed necessary, or as requested by DOE and EPA.

For additional information, contact:

Manager, Verification, Certification and Standards

Association of Home Appliance Manufacturers

1111 19th Street, NW

Suite 402

Washington, DC 20036

Phone: 202-872-5955

www.aham.org
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In all Instances the term, Test Procedure references the Procedure found at 10 CFR Part 430 Subpart B, Appendix A and B. In addition to the definitions found in AHAM Verification Program Procedural Guide Part 1, the following definitions apply:

1. Definition of Terms

The text of the Part 1 is amended as follows:

All references to 10 CFR Part 430, Subpart B are amended to include Appendix A and B. This will be noted throughout the Part 2 as the Test Procedure Amendment. The texts of definitions from 10 C.F.R. 430.2 and Part 430, Subpart B shall apply.

1.1 PROGRAM

The text of the Part 1 is amended as follows:

The term AHAM Verification Program is replaced with AHAM Refrigerator, Refrigerator-Freezer and Freezer Verification Program.

1.2 PROGRAM YEAR

The Program year for the AHAM Refrigerator, Refrigerator-Freezer and Freezer Verification Program is January 1 through December 31.

1.3 QUALIFICATION

In addition to the Test Procedure Amendment referenced in Item 1, the text of the Part 1 is amended as follows:

The term, claims is replaced with Internal Volume (cubic feet) and Annual Energy Consumption (in kWh/yr).

1.4 TEST PROCEDURE

The text of the Part 1 is replaced with the following:

Verification and challenge testing will be based on the DOE Test Procedure, 10 C.F.R. Part 430, Subpart B, Appendix A and B, any waivers issued by DOE, Letters of Instruction issued by the AHAM Verification Department, with additional specificity provided by approved interpretations originating with the DOE Test Procedure. All Test Procedure interpretation questions arising during the course of verification and challenge testing will be referred to DOE for an official response.

1.5 VERIFICATION REQUIREMENTS

Test results shall be evaluated to the requirements of Version 5.0 of the ENERGY STAR specification for Refrigerator, Refrigerator-Freezer and Freezer.
2. **Program Scope**
   The text of the Part 1 is clarified as follows:
   
   **REPORTED CLAIMS WILL BE INTERNAL VOLUME AND ANNUAL ENERGY CONSUMPTION.**

   **2.1 FACTORS VERIFIED**
   
   The text of the Part 1 is clarified as follows:
   
   The factors verified are Internal Volume and Annual Energy Consumption.

   **2.2 ELIGIBLE MODELS**
   
   The text of the Part 1 is amended to include the following:
   
   The term claims is replaced with Internal Volume and Annual Energy Consumption.

3. **Program Requirements**
   The text of the Part 1 applies.

4. **Program Funding**
   The text of the Part 1 applies.

5. **Verification Procedure**
   
   The text of the Part 1 is amended as follows:

   **5.6 FINDING OF COMPLIANCE & NON-COMPLIANCE WITH CLAIMS**

   **5.6.1 Internal Volume**

   When verification test results indicate that the verified total volume is greater than 98% (rounded to nearest tenth) or 0.5 cubic feet (0.2 cubic feet for compact refrigerators, refrigerator/freezers or freezers), whichever is greater, of the certified total volume, verification of Internal Volume is automatically established and verification of energy consumption can occur. If the measured volume is less than **Tolerance** above, then the measured volume will be used to calculate the DOE and ENERGY STAR specifications.

   **Example 1:** If the certified total volume is 28.0 cubic feet, 98% of the certified total volume is 27.4 cubic feet; therefore, the measurements determined by the **Program Laboratory** must be greater or equal to 27.4 cubic feet. If the measured value is greater than or equal to 27.4, then the reported adjusted volume will be used to calculate the DOE and ENERGY STAR specifications.
If the measured value is less than 27.4, then the measured compartment volumes will be used to calculate the adjusted volume which will be used to calculate the DOE and ENERGY STAR specifications.

**Example 2:** If the certified total volume is 9 cubic feet, 98% of the certified total volume is 8.8 cubic feet; therefore, 0.5 cubic feet will be used to determine the Tolerance since this model is not a compact product and 0.5 is greater than 0.2 (9.0 minus 8.8) cubic feet. If the measured value is greater than or equal to 8.5, then the reported adjusted volume will be used to calculate the DOE and ENERGY STAR specifications.

If the measured value is less than 8.5, then the measured compartment volumes will be used to calculate the adjusted volume which will be used to calculate the DOE and ENERGY STAR specifications.

**Example 3:** If the certified total volume is 4 cubic feet, 98% of the certified total volume is 3.9 cubic feet; therefore, 0.2 cubic feet will be used to determine the Tolerance since this model is a compact product and 0.2 is greater than 0.1 (4.0 minus 3.9) cubic feet. If the measured value is greater than or equal to 3.8, then the reported adjusted volume will be used to calculate the DOE and ENERGY STAR specifications.

If the measured value is less than 3.8, then the measured compartment volumes will be used to calculate the adjusted volume which will be used to calculate the DOE and ENERGY STAR specifications.

### 5.6.2 Annual Energy Consumption

When verification test results indicate that the verified rating (rounded to the nearest whole number) is less than or equal to 105.0% of the reported certified rating for Annual Energy Consumption, verification is automatically established for the model tested and models within the same Basic Model.

**Example 1:** If the Program Laboratory measures energy consumption of a product at 550 kWh/year and the product is rated at 500 kWh/year, it will be considered out of allowed Tolerance (105.0% would be 525 kWh/year or less).

**Example 2:** If the Program Laboratory measures energy consumption of a product at 450 kWh/year and the product is rated at 500 kWh/year, the product is considered to be within Tolerance.

a. These Tolerances are to allow for variations in testing that inevitably occur in any given laboratory facility, variations between laboratories, and variations in
components. They are not to be used to rate a given model at values better than the expected average value of all Units from the assembly line.

b. The intent of the industry is to assure that the Annual Energy Consumption, Internal Volume for Units produced by each Participant is 100% of the certified rating.

c. The Laboratory will conduct tests and evaluate test data within the framework of the Standard, License Agreement, and this Procedural Guide. It is the responsibility of each Participant to rate Units in accordance with these documents and applicable government regulations.

The compliance or non-compliance with the reported certified ratings for Internal Volume in cubic feet and Annual Energy Consumption (AEC), in kWh/year are included on the test report and a copy of the test report is forwarded to the Participant and AHAM.

6. Challenge Procedure

The text of the Part 1 applies, with the clarification that the claims are Internal Volume and Annual Energy Consumption, as appropriate to the challenge.

7. Proper Use of the Verification Claims

The Text of the Part 1 is applicable.
APPENDIX A: AHAM REFRIGERATOR, REFRIGERATOR-FREEZER AND FREEZER VERIFICATION PROGRAM LICENSE AGREEMENT

This Agreement, made this ________ day of ___________________, 20___, by and between ASSOCIATION OF HOME APPLIANCE MANUFACTURERS (AHAM), a not-for-profit business association incorporated in the State of Illinois, having its principal office at 1111 19th Street, N.W., Suite 402, Washington, DC 20036, hereinafter called Licensor, and ________________________________ having its principal offices at the following location (full address)___________________________________________________ ________________________________, hereinafter called Licensee.

WITNESSETH:

WHEREAS, The U.S. Department of Energy (DOE) has promulgated a Test Procedure for determining certain performance characteristics for Refrigerator, Refrigerator-Freezer and Freezers in the USA;

WHEREAS, Licensor is the sponsor of a Verification Program in the USA (Verification Program or Program) in support of the acceptance and use of that standard and the procedures set forth in the Procedural Guide(s), all in the public interest, to the end that public confidence in said performance characteristics may be effectively promoted;

WHEREAS, Licensee wishes to participate in said Verification Program;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

LICENSEE:

A.1. Shall, upon the signing of this Agreement, have (1) the same person signing this Agreement on its behalf and (2) the engineer designated by such person sign and submit to Licensor the Certification Affidavit attached hereto as Exhibit A.
A.2. Shall abide by and comply with all provisions of the Procedural Guide (s) developed by AHAM for the implementation of the Verification Program.

A.3. Shall abide by, comply with and have the right to be apprised of all decisions made by the governing AHAM product council or committee which affect this Verification Program. This product council/committee shall meet periodically with AHAM staff for communication, advice and counsel on the operation of the Verification Program, and shall determine all policy for the Verification Program.

A.4. Shall abide by the following Verification Program Payment Policy: For verification program participants, if invoices are not paid within 90 days after the invoice date, the participant will be given written notice that they have an additional 45 days to become current, or it will result in termination from the program. If a terminated company wishes to rejoin the program, it will be required to pay all outstanding invoices, and a full year program fees in advance.

**LICENSOR AND LICENSEE:**

B.1. Agree that the Procedural Guide (s) is an extension of this License Agreement, provides all necessary details for participation in the Verification Program and is incorporated by reference into this Agreement. Agree that Licensor has the right in its sole discretion to make changes to any aspect of the Procedural Guide (s) and Licensee will be bound by those changes. Revisions to procedures which become effective before the Procedural Guide (s) is reprinted will be outlined in Letters of Instruction from Licensor to Licensees; such letters will automatically amend the Procedural Guide (s) upon issuance.

B.2. Agree that this Agreement shall extend for an initial period of one (1) year and shall be automatically renewable for successive additional periods of one (1) year each unless either party, at least thirty (30) days prior to the date of expiration, gives notice in writing that it does not wish the Agreement to be renewed; provided, however, that either Licensor or Licensee may terminate this License Agreement upon sixty (60) days' written notice to the other party.

B.3. Agree that in the event that Licensee defaults under this Agreement, Licensor may immediately exclude Licensee from the Program by written notice sent by certified mail to Licensee. Under such circumstances, this Agreement will be considered void upon the date of Licensee's receipt of said written notice, and the remaining provisions concerning exclusion of a Licensee outlined in the Procedural Guide (s) shall be followed.

B.4. Agree that the initial data on Licensee's certified rating(s) for models subject to the Program as submitted to the independent testing laboratory under contract to Licensor on forms provided by that
laboratory (see the Procedural Guide(s) shall not be treated as confidential by either the laboratory or Licensor.

B.6 Except as provided in this paragraph, Licensee agrees to indemnify and hold harmless AHAM, its board of directors, officers and employees, their successors and assigns, for and from any and all claims, demands, lawsuits, judgments, contracts, debts, and expenses (including reasonable attorney’s fees), of any kind or nature, whether at law or in equity, arising out of or in connection with the Licensee’s participation in the AHAM Refrigerator, Refrigerator-Freezer and Freezer Verification Program (including, but not limited to, a Licensee’s conduct constituting a breach of this agreement and license), and/or the manufacture, design, information for use, warranties and representations, and use of Licensee’s Refrigerator, Refrigerator-Freezer and Freezer. No claim for indemnity under this paragraph shall be effective until Licensee has received from AHAM written notice of the claim for which AHAM believes it is entitled to indemnification hereunder. Licensee shall promptly reimburse AHAM for all costs and expenses incurred in defending AHAM against any such claims, demands, causes of action, or liability, including, but not limited to, attorney’s fees. This indemnification shall survive termination of this agreement and license.

AHAM affirmatively disclaims any obligation to indemnify or hold harmless the Licensee from any and all claims, demands, lawsuits, judgments, contracts, debts, and expenses (including attorney’s fees), of any kind or nature, whether at law or in equity, arising out of or in connection with any claims asserting infringement of a third party’s trademark. In the event a third party files a claim against the Licensee asserting infringement of a third party’s trademark, Licensee is required to provide AHAM with written notice of the claim within 14 days. AHAM will consider, in good faith but without obligation and in its sole discretion, whether it is appropriate to assist, intervene, indemnify or take any action with respect to the reported claim.

B.7. Licensee acknowledges that it is responsible for compliance with laws or other requirements relating to the products and ratings under this program and shall indemnify and hold harmless Licensor for any violations of such laws or requirements

B.8. The interpretation of this Agreement and the parties' performance there under shall be governed by the laws of the District of Columbia.

B.9. In the event that any part or parts of this Agreement and/or the Procedural Guide(s) are found to be void, the remaining provisions shall nevertheless be binding, to the extent practicable, with the same effect as though the void parts were deleted.

B.10. This Agreement, being the final and complete understanding between the above parties, supersedes and nullifies all prior agreements.
Refrigerator, Refrigerator-Freezer and Freezer Verification Program
LICENSE AGREEMENT

To be signed by AHAM President:

ASSOCIATION OF HOME APPLIANCE MANUFACTURERS (Licensor)

Signed by: ________________________________
Joseph M. McGuire, AHAM President

Date: ________________________________

To be completed by Licensee:

Company Name ________________________________ (Licensee)

Print Name: ________________________________

Title: ________________________________

Date: ________________________________
Exhibit A
CERTIFICATION AFFIDAVIT
(To be completed by Licensee)

The undersigned hereby certify and state, on behalf of ________________________________
__________________________ (Licensee) that the ratings of Annual Energy Consumption (in kWh/yr) and
Internal Volume for Refrigerator, Refrigerator-Freezer and Freezer models submitted for Verification
under the foregoing program by said Licensee are accurately determined and stated in accordance with
the DOE Test Procedure (10 CFR Part 430, Subpart B, Appendix A and B), with additional specificity
provided by approved interpretations consistent with the DOE Test Procedure.

To be completed by Engineer [Reference Section A.1 (2)]:

Signed by: __________________________________________________________
Print Name: __________________________________________________________
Title: ________________________________________________________________
Date: _________________________________________________________________

To be completed by same individual that signed the License Agreement on page 3 [Reference Section
A.1 (1)]:

Signed by: __________________________________________________________
Print Name: __________________________________________________________
Title: ________________________________________________________________
Date: _________________________________________________________________
### PRIMARY CONTACT FOR TECHNICAL ISSUES
(Note: All verbal and written communications will be in English)

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### PRIMARY CONTACT FOR INVOICING/BILLING/PAYMENT
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SECONDARY CONTACT FOR ADMINISTRATIVE ISSUES
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## APPENDIX B: AHAM REFRIGERATOR, REFRIGERATOR-FREEZER AND FREEZER VERIFICATION PROGRAM CHALLENGE REQUEST FORM

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<td>Test data or calculations to support challenge</td>
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APPENDIX C: EXAMPLE PROGRAM PRODUCTION SURVEY

TO: Refrigerator, Refrigerator-Freezer and Freezer Verification Program Participants

FROM: Randy Cooper, Vice President, Technical Operations & Standards

CA: Charles Samuels

RE: CERTIFIED PRODUCTION SURVEY

ACTIONS REQUESTED:
1. Confirm receipt to AHAM (amartin@aham.org) upon delivery.
2. Complete and return to AHAM (accounting@aham.org)

The AHAM Refrigerator, Refrigerator-Freezer and Freezer Verification Program requires that participants in the program complete a Certified Production Survey annually so that testing and participation fees for the upcoming calendar year can be accurately determined. The information provided in the survey is kept confidential within AHAM.

Attached is a survey sheet to be completed with your actual certified sales volume and number of ENERGY STAR® qualified Basic Models of Refrigerator, Refrigerator-Freezer and Freezer for the twelve-month period of July 1, (PREVIOUS YEAR) through June 30, (CURRENT YEAR). Participants will be required to pay the initial estimated testing fees at the beginning of each program year. Participation fees will be invoiced quarterly during the calendar year based on the fees shown on the attached survey form.

Please note that Officer Verification is required to verify all figures reported to AHAM Verification Programs for accuracy and completeness.

As indicated on the INSTRUCTIONS sheet (page 2), please:
1. Confirm receipt of this form to Angela Martin (amartin@aham.org) upon delivery; and
2. Complete and return the enclosed confidential survey and Officer Verification (pages 3 & 4) to AHAM’s Accounting Department: Accounting@aham.org

The Production Surveys are due within thirty (30) business days from the date it was sent to the Participant or as agreed to with the Participant.

If you believe that the survey should be directed to someone else within your organization, please forward the survey to that individual and immediately notify Angela Martin via e-mail at amartin@aham.org. Thank you for your cooperation.
INSTRUCTIONS
1. Review instructions and Guidelines.
2. Fill out Certified Production Survey as described on the form.
3. Review Billing Information.
4. Have an officer execute the Officer Verification Form.
5. Return Certified Production Survey and Officer Verification Form to:

E-MAIL: accounting@aham.org (scan and send)
AHAM Accounting Department
Association of Home Appliance Manufacturers
1111 19th Street NW Suite 402
Washington, DC 20036
FAX: (202) 872-9354

GUIDELINES FOR SOURCED MODEL PRODUCT REPORTING

Please use the following guidelines to determine which entity involved in a sourcing agreement is responsible for reporting and ensuring payment of the verification program fees.

1. All models in production consistent with EPA ENERGY STAR QPL, by a Participant of an AHAM Verification Program are to be included in the Program, regardless of the Original Equipment Manufacturer.

2. If a Participant buys product from another Participant, the manufacturing Participant is responsible for the resulting Program fees and must include the sourced models in its own production figures.

3. If a Participant buys product from a non-Participant, the Participant is responsible for the resulting Program fees and must therefore include the sourced models in its product figures (i.e., count sourced models as their own production).

4. A retailer who is a private brand owner and purchases models from both Participant and non-Participant manufacturers may be a Program Participant. Such a Participant must claim the models manufactured by a non-Participant as its production and will be responsible for all fees associated with these models.

5. In the case of an alternative arrangement (i.e., purchasing Participant agrees to pay the Program fees), the purchasing Participant has the ultimate responsibility of ensuring the sourced product production data is properly reported and Program fees are paid.

6. ENERGY STAR qualified models sourced from OEM’s that are not Licensees of the AHAM Program must be included in the Participants Model Submission Form.